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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

5

02783810

Name of company

PROWESS LIMITED (the "Company")

Date of creation of the charge

30 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Mortgage of Property (the "Charge")

Amount secured by the mortgage or charge

Any sum of money or any liability which the Company may now or at any
time in the future owe to the Chargee including:

- sums and liabilities owed individually or jointly with others;
- sums and liabilities owed as guarantor, indemnifier or security giver
for any other person;
- sums and liabilities which may or may not become payable depending on
the outcome of future events including any sums and liabilities which
would become payable on demand by the Chargee;
- sums and liabilities owed to another person, the rights to which have
been transferred to the Chargee;
- sums and liabilities owed on current or any other account;

and also including Interest and Costs; and
all other sums of money and liabilities owed under the Charge.

Names and addresses of the mortgagees or persons entitled to the charge

CLYDESDALE BANK PLC (T/A YORKSHIRE BANK) of 30 ST VINCENT PLACE, GLASGOW
("Chargee")

Postcode G1 2HL

Presenter's name, address and
reference (if any):

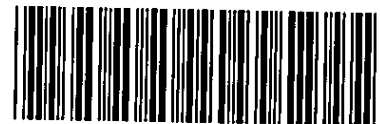
Pitmans
47 Castle Street
Reading
Berkshire RG1 7SR
DX 146420 Reading 21
REF: JANE LOUGHER

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

SATURDAY



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AUUUIG1

11/07/2009

324

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company charges with full title guarantee to the Chargee:

1.1 By way of legal mortgage, the Property.

Note: The Charge contains inter alia, the following restriction:

1 The Company will not

1.1 create or allow any Encumbrance on the Property;

1.2 without obtaining the Chargee's written consent, grant or agree to grant any Lease or licence in respect of the Property or part with or share possession or occupation of the Property or grant or agree to grant any legal or equitable right or interest of any kind over the Property;

1.3 accept or agree to accept from any tenant or licensee any surrender of any lease or licence of the Property;

1.4 waive or vary the terms of any Lease or licence of the Property;

1.5 without obtaining the Chargee's written consent, dispose of the

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A fee is
payable to
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mortgage or
charge.
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

N/A

Signed

R. Thomas

Date

10/07/09

On behalf of ~~company~~ mortgagee/chargee †

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No
to Forms Nos 395 and 410 (Scot)

Company number

02783810

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Name of company

PROWESS LIMITED (the "Company")

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Property, or where the Property comprises any Lease or licence, surrender or agree to surrender it.

Definitions

"Costs" means banking charges and all costs and expenses (including the Chargee's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Chargee or any receiver appointed by the Chargee in exercising its rights or the receiver's rights under the Charge, calculated as agreed between the Chargee and the Company, or if there is no agreement, in accordance with the Chargee's current practice from time to time.

"Interest" means interest at the applicable rate or rates the Chargee agrees with Company from time to time in respect of any sum of money or liability, and if not rate has been agreed between the Chargee and the Company for any particular sum of money or liability, interest at such rate as the Chargee may select from the rates agreed between the Chargee and the Company in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Chargee and the Company, or if there is no agreement, in accordance with the Chargee's current practice from time to time, both before and after any judgement is obtained by the Chargee.

"Encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind.

"Lease" means any lease, tenancy or agreement for lease.

"Property" means the land known as Cain Farm, Red Lane, Land of Nod, Headly Down, Bordon, East Hampshire comprising:

Registered Land

Land registered under title number HP542525; and

Unregistered Land

1.1 All remaining land comprised in a Conveyance dated 25th July 1983 made between Jeremy Ingham Whitaker and Myrtle Clare Whitaker (1) and Edward Thomas Fox (2) as shall lie within the land shown edged red on Plan 1 attached to the Charge.

Amount due or owing on the mortgage or charge (continued)

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1.2 The whole of the land comprised in a conveyance dated 13th October 1983 and made between the said Jeremy Ingham Whitaker and Myrtle Clare Whitaker (1) and the said Edward Thomas Fox (2).

1.3 All remaining land comprised in a Conveyance dated 27th August 1987 and made between Jeremy Ingham Whitaker and Myrtle Clare Whitaker (1) and the said Edward Thomas Fox (2) (comprising the whole of the remaining land comprised in that Conveyance following a transfer of the remainder thereof dated 22nd December 2003 between the said Edward Thomas Fox (1) and Prowess Limited (2)).

1.4 All remaining land comprised in a Conveyance dated 22nd August 1983 and made between the said Jeremy Ingham Whitaker and Myrtle Clare Whitaker (1) and Audrey Christine Andrews (2) (and in a Conveyance thereof dated 8th December 1983 and made between the said Audrey Christine Andrews (1) and the said Edward Thomas Fox (2) as may lie within the land shown edged red on Plan 1 attached to the Charge).

1.5 Such part (if any) of the land shown edged blue on the plan annexed to a Deed of Exchange dated 21st February 1985 made between the said Edward Thomas Fox (1) and Ivor Brian George Plummer and Brian Barry Plummer (2) as may lie within the land shown edged red on Plan 1 attached to the Charge.

Including all such right interest or title that Prowess Limited has in relation to the land shown coloured green on Plan 1 (attached to the Charge) TOGETHER WITH the benefit of the rights (in particular the right of way over the driveway shown coloured blue on the "Plan 2" attached to the Charge) contained or referred to in the above documents All which land is included in a Transfer dated 2009 made between Charles Henry Fielding as Personal Representative of the Late Edward Thomas Fox (1) and Prowess Limited (2).



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 2783810
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 30
JUNE 2009 AND CREATED BY PROWESS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC (T/A YORKSHIRE
BANK) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11
JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2009



Companies House
— for the record —

DX
120



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES